Public Private Partnership Authority (P3A)

Request for Proposal (RFP)

Public Private Partnership Authority (P3A) Ministry of Planning, Development and Special Initiatives, invites sealed proposals from the IT firms in accordance with the bidding document ONLY through PPRA's e-Pak Acquisition & Disposal System (EPADS) i.e. https://eprocure.gov.pk from firms and companies duly registered for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales Tax) with the Federal Board of Revenue/Relevant Tax Authority for

Development of a Revamped Website for Public Private Partnership Authority (P3A)

Bidding document containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement are available for the interested bidders from the undersigned free of cost and can also be downloaded from:
https://p3a.gov.pk/ OR https://eprocure.gov.pk

The proposals prepared in accordance with the instructions in the bidding document, should be submitted ONLY through EPADS on or before December 19, 2025 at 11:00 AM as mandatory requirement of PPRA and will be opened on the same day at 11:30 AM. The prospective bidders may submit the proposals in hard format provided they have submitted the proposals/bids in EPADS.

In case of any technical difficulty in using EPADS prospective bidders may contact PPRA at **https://eprocure.gov.pk**.

In case of any queries, please contact Mr. Yasir Idrees (System Analyst) via email at yasir.idrees@p3a.gov.pk.

Partnerships for Growth

**501, 5th Floor, Evacuee Trust Complex,
F-5/1, Islamabad.
Ph:051-9211983-85,
Web: p3a.gov.pk**

Request for Proposal (RFP)

For Development of a Revamped Website for Public Private Partnership Authority (P3A)

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Letter of Invitation

Dear Sir/Madam,

1. Introduction

Public Private Partnership Authority ("P3A"), an autonomous statutory body corporate established under the Public Private Partnership Authority Act 2017 (as amended), has the mandate of creating an enabling environment for private sector participation in development projects and in the provision of public infrastructure and related services in Pakistan through public private partnerships. P3A's aim is to establish a regulatory framework to execute public private partnerships in Pakistan so as to promote domestic and foreign private investment in development projects to increase the availability of public infrastructure and service delivery and improve the reliability and quality for accelerating economic growth thus achieving the social objectives of the government as well as to ensure appropriate regulatory controls and promotion of transparency in carrying out the development projects. Besides providing and recommending the PPP projects to P3A governing Board, P3A also serves as a developmental hub for the federal implementing agencies to provide in-depth analysis of their respective development projects, to ensure the value for money for the government as well as ensuring the bankability of the PPP projects addressing at the same time the private sector concerns as to the profitability and revenue generation capability of a given PPP project. Thus, striking an optimal balance between the two with an ultimate objective of uplifting the socioeconomic conditions of Pakistan, and the well-being of Pakistan's citizenry, through the much-needed and effective delivery of developmental projects across various sectors with the injection of private sector investment, innovation, efficiency, and technical expertise.

Its effective interaction with both the public and the private sector partners, both in Pakistan and abroad (including but not limited to investors, implementing agencies, state-owned enterprises, autonomous/semi-autonomous entities, developers, financial institutions, consulting firms, project operators, and last but not the least media houses), is of the utmost importance given P3A's strategic objectives and mandate. This requires comprehensive and consistent strategic communication and outreach by P3A.

2. The Assignment

The Public Private Partnership Authority (P3A) invites qualified and experienced firms to submit proposals for the development of a modern, AI-integrated, and interactive website. The new website aims to enhance user experience, foster stakeholder engagement, and provide seamless communication with integrated tools such as a Content Management System (CMS), AI-powered chatbot, and social media integrations in accordance with the Terms of Reference (TORs) attached as Annex-I.

3. Submission and Evaluation of Technical & Financial Proposals

The Technical and Financial Proposals shall be prepared and submitted in accordance with the instructions given in this Request for Proposal ("RFP"). The bidders are encouraged to specify as to how the proposals submitted by the bidders are 'responsive' and stand against each technical & financial criterion given in the RFP.

The Technical and Financial Proposals shall be submitted through EPADS only. However, the bid security of **PKR 100,000/-, in original, shall be submitted directly to P3A** and scanned copy of bid security should be attached along with the Technical Proposal on the EPADS. In addition, the bidders may also submit the hard copies of the sealed Technical and Financial Proposals to P3A but the same shall not be entertained unless received by P3A through EPADS.

The successful bidder (with responsive proposal and securing the highest weighted marks as per the RFP) shall complete the Assignment in accordance with the terms of the RFP and Engagement Agreement to be entered into between the P3A and the Firm. Reference to 'the Firm' includes the entire Firm's team, or relevant members, under management of a single lead Firm that shall enter into Engagement Agreement with P3A.

Please note that:

a. The costs of preparing the proposals and negotiating the Engagement Agreement, including any visits to the P3A office, are to be borne by the Firm and shall not be reimbursable.

b. P3A reserves the right to reject any or all the proposals submitted.

3.1. Technical Proposal

The Technical Proposal shall be prepared using the format specified in Annex-II and shall be submitted in the manner as specified in Annex-II. The bidders must submit comprehensive information and data in support of the criteria given in Annex-II.

3.2. Financial Proposal

The Financial Proposal shall stipulate the total fee for the Assignment (inclusive of all the applicable taxes) and shall be prepared using the format given in Annex-III, and shall be submitted as per the procedure mentioned in Annex-II. P3A will not be responsible for any tax or insurance liability arising out of the performance of the services for the Assignment, and all fees and costs are to be expressed in Pakistan Rupees only.

The Technical and Financial Proposals shall be evaluated by P3A in terms of the criteria mentioned in Annex-II. Any Technical or Financial proposal which is not in strict conformity with the format given in Annex-III will be disqualified.

Interested parties are requested to submit their proposals by **December 19, 2025 at 11:00 AM** and the proposals shall be opened at **11:30 AM** on the same day.

4. Negotiations

The negotiations on Engagement Agreement shall be carried out in accordance with Annex-I and draft Engagement Agreement attached as Annex-IV.

5. Clarifications

In addition to the pre-bid meeting, if required, which will be scheduled at the P3A Office, any party requiring clarification on any term(s) contained in the RFP or its Annexes may contact Mr. Khizar Hayat at: khizar.hayat@p3a.gov.pk. For the sake of fairness, any clarifications issued will be posted on P3A's official website, i.e., www.p3a.gov.pk.

6. Other terms

This RFP and the annexes attached hereto are subject to the overriding conditions set out in Annex-V.

Yours sincerely,

Khizar Hayat
Manager Procurement (P3A)

Attachments

Annex-I: Terms of Reference

Annex-II: Instructions to bidders: Procedure for Submission & Evaluation of Technical Proposals

Annex-III: Instructions to bidders: Format for Submission of Financial Proposals

Annex-IV: Draft Engagement Agreement

Annex-V: General Conditions

Terms of Reference

For Development of a Revamped Website

TOR for Revamp of P3A Website:

1. Objectives of the Assignment

The main objectives of the website revamp are to:

- Present P3A as the national centre of excellence for PPPs in Pakistan.
- Provide a modern, accessible, and multilingual (English/Urdu) digital interface.
- Facilitate real-time engagement/response through AI-driven tools such as chatbots and WhatsApp Business integration etc.
- Display PPP project data transparently through dynamic dashboards.
- Integrate with P3A's internal systems, including DMS, Social Media and the PPP Database.
- Ensure compliance with national cybersecurity policies and international standards such as WCAG 2.2 and ISO/IEC 27001.
- Align with global best practices for transparency and usability.

2. Scope of the Assignment/ Terms of Reference (TORs)

The selected firm will be responsible for:

1. Implementing an easy-to-use and roles-based Content Management System (CMS).
2. Deploying an AI-powered chatbot for real-time interaction and user support.
3. Integrating social media platforms and WhatsApp Business with P3A's Document Management System (DMS).
4. Incorporating interactive maps, multimedia integration, and personalized content features.
5. Ensuring compliance with security and data protection standards.
6. Providing comprehensive testing, quality assurance, and staff training.
7. Provide free of cost After-Launch Services and further improvements (Development /Technical) for period of one year), if further addition / alteration is needed.
8. Analyzing the AI requirements in P3A, their development in day-to-day operations, and the need for additional AI modules to be implemented.

The selected firm will be responsible for the complete redesign, development, deployment, and maintenance of the new P3A website.

2.1 Website Design & Development

- Develop a dynamic, responsive, multilingual website using modern frameworks (React, Next.js, or equivalent).
- Implement a professional, visually engaging design with P3A's branding guidelines.
- Incorporate a PPP Project Dashboard visualizing project data (status, sector, investment value, partners, etc.).
- Optimize website performance: LCP < 2.5s, CLS < 0.1, image compression, and caching.
- Include a smart search engine with semantic and keyword capabilities.
- Responsive design optimized for various devices.
- Interactive maps and multimedia support.

- Build frontend and live PPP database with filters by sector, status, and value.
- Enable dynamic news updates, tenders, and event announcements.

2.2 AI-Driven Chatbot

- Two modes: Public and Expert (for detailed queries).
- Built-in safety filters and privacy protection.
- Chatbot usage analytics to identify common and complex questions.
- 24/7 automated support for FAQs and user guidance.
- Assistance with PPP projects, opportunities, and processes.
- Feedback collection for service improvement.
- Develop an AI-powered chatbot or virtual assistant that can answer queries about PPP projects (inside and outside website) in Pakistan, regulations, procedures and all other available data on website.
- The chatbot should be able to escalate complex queries to human support.
- Enhanced search functionality and implement Optical Character Recognition (OCR) to make scanned documents searchable.

2.3 Social Media & External Integrations

- Integrate social media accounts (LinkedIn, X, Facebook, YouTube) for synchronized updates.
- Implement WhatsApp Business automation for instant responses.
- Add subscription features for newsletters, tender alerts, and announcements.

2.4 AI & Automation Integration

- Implement an AI-powered chatbot capable of answering FAQs, PPP-related queries, and assisting with navigation.
- Include AI-driven analytics dashboards for sentiment tracking and user feedback.
- Enable auto-tagging, content recommendations, and AI-supported analytics for administrators.

2.5 Cybersecurity Enhancements

- Integrate AI-powered cybersecurity tools to detect and prevent website security threats.
- Implement AI-driven intrusion detection and prevention systems.
- Provide regular security audits and vulnerability assessments.

2.6 Discovery & Audit Phase

- Conduct a detailed UI/UX, SEO, and technical audit of the current website.
- Benchmark design and functionality with global PPP portals (e.g., UK IPA, IFC PPP Knowledge Lab).
- Identify usability, performance, and accessibility gaps.
- Testing and quality assurance with website audit reports.

2.7 Deliverables

The selected firm will deliver:

- Fully functional and responsive website integrated with CMS and AI chatbot.
- Project dashboard and PPP database.
- Integration with DMS, WhatsApp Business, and social media.
- Staff training and documentation.
- One-year post-launch support and maintenance services.

2.8 Database Design & Security Management

- The website shall be supported by a secure, scalable, and relational database management system (RDBMS) such as MySQL, PostgreSQL, or MS SQL Server.
  The database will store and manage all structured and unstructured data including website content, PPP project details, chatbot interactions, user feedback, documents, and analytics records.
- Proper normalization, indexing, and data integrity measures shall be ensured. The database must support API-based integrations with the CMS, AI chatbot, Document Management System (DMS), and social media automation tools.
- Build a live PPP database with filters by sector, status, and value.
  Data security measures including encryption at rest and in transit, regular backups, and role-based access controls must be implemented to ensure confidentiality, availability, and integrity of all P3A data.
- Perform quarterly security audits and penetration testing.
- Enforce data integrity and confidentiality in compliance with GoP policies

2.9 Testing, Training & Support

- Conduct functionality, compatibility, and load testing.
- Deliver hands-on training for P3A staff on CMS, analytics, and system use.
- Provide detailed user manuals and technical documentation.
- Offer one-year post-launch support and maintenance (including bug fixes, updates, and technical assistance).

2.10 Content Management System (CMS)

- Develop a secure, modular, role-based CMS with version control and approval workflows.
- Support English and Urdu language content.
- Integrate APIs for chatbot, DMS, analytics, and external data portals.
- Enable automated publishing to social media accounts.

3. Deliverables Timeline (Tentative)

The project timeline is structured as follows:

- **Phase 1: Planning, Design & Approval (2 week)**
  - Requirement gathering, wireframing, and prototype approval.
- **Phase 2: Development & Integration (8 weeks)**
  - Website coding, chatbot integration, and social media/WhatsApp integration.
- **Phase 3: Testing & Security Audit (2 week)**
  - User acceptance testing, security audits, and responsiveness testing.
- **Phase 4: Training & Launch (2 week)**
  - Website launch, staff training, and initial monitoring.

Instructions to Bidders – Procedure for Submission & Evaluation of the Proposals

For

Development of a Revamped Website

1. Submission of Proposals

The Technical Proposal (one original) shall be submitted in a separate sealed envelope clearly marked as "Technical Proposal Development of a Revamped Website for Public Private Partnership Authority (P3A)". The procurement shall be undertaken in accordance with the Single Stage -Two Envelope basis.

The Financial Proposal (one original) shall be submitted in a separate sealed envelope clearly marked "Financial Proposal for Development of a Revamped Website for Public Private Partnership Authority (P3A)".

The bidders must submit their Technical and Financial Proposals through **EPADS,** an e-submission Module by Public Procurement Regulatory Authority (PPRA). Failure to submit online the Proposals as aforesaid shall mean immediate disqualification.

The Proposals shall be signed by a duly authorized representative and the Proposals should include a power of attorney/ letter of authority authorizing such representative to sign and submit the Technical and Financial Proposals.

2. Bid Validity

The Bids received by P3A from the interested bidders shall remain valid for a period of 120 days from the date of receipt of Proposals in accordance with the terms of this RFP. The Bidder shall not be allowed to change, alter or modify their technical or financial proposals after submission.

3. Bid Security & Performance Guarantee

The bidders shall provide a bid security in favor of P3A in shape of a bank draft amounting to PKR 100,000/- which will be returned to the unsuccessful bidders after execution of the agreement with the successful bidder. After execution of the agreement by P3A and the successful bidder, the successful bidder/consultant shall replace the bid security with performance guarantee amounting to 10% of quoted price- within five days of the execution of the agreement. Upon submission of the performance guarantee, the bid security shall be released by P3A within next five days.

4. Duration of the Assignment

The successful bidder/consultant shall be obliged to complete the Assignment as per Scope of Work within time period as per **Duration of Assignment (Tentative)** from the date of execution of the agreement. Under exceptional circumstances, P3A may allow extension of 30 days, at maximum, for completion of the Assignment, upon written request of the consultant.

5. Evaluation of the Proposals

On expiry of the date of submission of the Proposals, the evaluation process will begin. The bidders shall be evaluated using '**Quality and Cost Based Selection'** method whereby the bidder securing the highest weighted marks as per the prescribed Technical and Financial Criteria and if its proposal be responsive shall be declared as the successful bidder and the others bidders shall follow accordingly. Technical Proposal marks shall be given 80% weightage and Financial Proposal marks shall be given 20% weightage. The bidder needs to secure at least 75 marks in the Technical Proposal to be considered as an eligible bidder for the opening of its Financial Proposal. Accordingly, the date for opening of Financial Proposals shall be communicated to the eligible bidders only and the Financial Proposals of the non-eligible bidders shall be returned unopened.

6. Responsiveness conditions

The bidder's proposal shall be considered responsive only if it meets all of the following conditions and wherever possible they will be evidenced/ supported by the adequate documentary evidence:
Photocopies of following documents will be provided / attached with Proposal:

a. Income Tax No. to be mentioned on the Proposal and Copy of Registration Certificate issued by Sales Tax Department

b. Bid security of the value attached with the Technical Proposal

c. The bidder should have valid and Active NTN / STRN

d. Provide copies of successful track records of developed dynamic and AI-integrated websites.

e. Expertise in the required technology stack and tools.

f. Robust portfolio demonstrating similar successful projects.

g. Letter of commitment that provides after launch support services and maintenance or additions.

h. It must not be barred from doing business by any government agency or involved in any litigation with any government agency/ department;

i. It must be able to demonstrate experience of working with the clients with proven track-record of building relationships with the various stakeholders (including government, private sector investors, operators, advisors etc.)

7. Technical Criteria

The following table presents the criteria for the evaluation of the Technical Proposal, please attach below the copies of relevant documents for marking:

Technical Proposal		
Evaluation Criteria	**Sub-criteria**	**Marks**
1. Relevant Experience (AI, Modern Design, Dashboard, Gov / Corporate Portals)	>10 completed projects with verified links/contracts	**20**
	6–10 similar projects	17
	3–5 similar projects	13
	<3 similar projects	10
2. Technical Expertise and Team Composition	Team Lead: Master's in Computer Science (AI), 4+ years' experience	**10**
	Experience 3-4	7
	Experience 1-2	4
	Developers: Experience 3+ in AI/ML, full-stack (React, Node.js, Python)	**10**
	Experience 2-3	7
	Experience < 2	5
	UI/UX Specialist: Portfolio in government / Corporate projects and propose additional features or add-ons for this RFP	**15**
3. Methodology & Work Plan	Detailed project roadmap, sprint methodology, QA/testing framework	**15**
	Compliance with cybersecurity & accessibility standards	**5**
4. Innovation & Technical Presentation	Live demonstration of modern features through a working prototype of the revamped website, showcasing AI, chatbot, CMS, dashboards, and analytics capabilities	**20**
5. International / Large-Scale Experience	Projects > PKR 50M international/large scale Relevant Experience (AI, CMS, Dashboard features, chatbot, Corporate /Gov Portals)	**5**
	From 25 to 50 million	4
	From 10 to 25 million	3
	If < 10 million	2
Total		**100**

8. Financial Criteria

The bidder quoting the minimum total fees for the Assignment shall be given the maximum marks (100) and other bidders shall follow in accordance with the following formula:

Financial Marks (FM) for a particular bidder = (100 / financial quote for a particular bidder) x Lowest quote. As aforesaid the successful bidder shall be the one securing the maximum weighted average marks as below:

Weighted average marks = 80% x Technical Proposal marks + 20% x FM

9. Contract Negotiations

The Engagement Agreement negotiations shall be conducted with the authorized representatives of the successful bidder only (the bidder having secured highest weighted marks and its proposal be responsive) and shall primarily focus on issues related to the work plan, deliverables and mechanism for payment and disbursements. There will be no change in Scope of the Assignment as agreed except in cases where it is advisable to modify the Scope as per requirements of P3A. However, in case certain aspects of Scope of Work is modified or streamlined, such modifications will not be treated as a ground for negotiations on the financial quote of the successful bidder. A copy of the document conferring authority in this regard shall be made available by the successful bidder to P3A prior to commencing the negotiations. In case the negotiations with the successful bidder are unsuccessful, negotiations with the authorized representatives of the second successful bidder may be carried out so on and so forth.

P3A shall be under no obligation to select any of the firm/ consortium submitting the proposal, and has the right to cancel the procurement process at any time, without assigning any reason.

10. Mode of Payment

(a) The interested bidders shall quote their fee of the assignment for the whole duration on a lump sum basis in accordance with the prescribed financial proposal attached with this RFP.

(b) There will not be a milestones payment to the firm. P3A shall pay the successful bidder (i.e., the Firm) the complete fee after completion of entire scope of work, subject to satisfactory performance.

(c) The Firm shall raise the invoice after completion of assignment in its entirety.

11. Payment of out of pocket expenses

The lump sum fee shall not include any out of pocket expenses. Any out-of-pocket expenses (subscription Fee, hosting fee etc.) or any license fee with respect to the development, delivery or conduct of Assignment or any part of Assignment shall be only paid to the Firm, if such expenses are accorded prior approval of P3A.

12. Exclusion and Prohibitions

The Firm shall be prohibited from using any of the proprietary information/confidential information without the express approval of P3A.

Annex–III: Instructions to bidders - Format for Technical & Financial Proposals

Instructions to Bidders – Format for Technical & Financial Proposals

For

Development of a Revamped Website for Public Private Partnership Authority (P3A)

FROM:

____

____

P3A

____

TO:

Khizar Hayat

Manager Procurement ____________

Islamabad

Sir/Madam:

Subject: **Technical and Financial Proposals** for Development of a Revamped Website for Public Private Partnership Authority (P3A)

I/We [The Bidder] herewith enclose the sealed Technical Proposal (1 original) and sealed Financial Proposal (1 original) of my/our firm(s)/organization(s) for the captioned Assignment.

Yours faithfully,

Signature ________________________________

(Authorized Representative)

Full Name ________________________________

Designation ______________________________

Address _________________________________

1. Contents of the Technical Proposal

The Technical Proposal shall provide necessary general information of the bidder/ consortium; and a description regarding how the bidder is meeting each condition and criterion as given in Section-3 and Section-4 of the Annex-2; and how the bidder is technically qualified to undertake and complete the Assignment in a given timeframe. Besides, the bidder shall be required to demonstrate the following:

1.1 Relevant Experience and Experience of having undertaken similar assignments

The bidder shall give a comprehensive explanation / presentation of its relevant experience and experience of having undertaken similar assignments in terms of criteria the Annex 2; the nature of the work performed in each assignment so undertaken; and the propositions which turned into the success stories.

1.2 Competence and Qualification of Team

The bidder shall showcase its team of experts capable of undertaking and completing the Assignment as per its Scope of the Assignment/ TORs and shall briefly mention their roles, responsibilities and qualifications. The bidder should attach Resumes of its team members along with an undertaking that they shall be available for the Assignment till to its completion.

1.3 Work Plan and Methodology

The bidder shall present its indicative work plan/ methodology for undertaking the Assignment. In addition, the technical proposal should, at a minimum, will contain the following information:

a. Bidder’s and its non-lead associates’ complete profile and other relevant information;
b. Demonstration of bidder’s capability and required relevant experience; and, number of clients and similar assignments undertaken, supported by the evidence, to effectively undertake the Assignment in accordance with the Scope of the Assignment/ TORs;
c. Complete description of the work-methodology to undertake each task specified in the Scope of the Assignment/ TORs;
d. Time-lines for undertaking the activities/ tasks envisaged under the Assignment;
e. Qualification and experience of the staff proposed to be deployed for the Assignment;
f. Indicative timeframe for presentation/ submission/ delivery of outcome/ deliverables;
g. Brief profiles/ list of bidder’s existing clients;
h. A brief overview of the firm's understanding of P3A's development requirements and how it plans to add value and contribute to achieving the overall objectives of the Assignment.

2. Format for Financial Proposal

In addition to the Technical Proposal, the bidders will be required to submit in a separately sealed envelope a Financial Proposal mentioning the total amount of fee to be charged for the Assignment in PKR (inclusive of any and all taxes and duties):

Total Fee /amount to be charged from P3A for the whole duration of Assignment.	**Amount in PKR** (inclusive of all Government applicable taxes)

Note:

For the avoidance of doubt, P3A shall not be responsible for any taxes, charges, levies, or other fees arising from payments to the firm. The fee quoted by the bidder shall be inclusive of all applicable taxes. Payment to the bidder will be made upon receipt of the approved invoices, as agreed upon during the duration of the Assignment. It should be further noted that the lumpsum fee shall be paid upon completion of the Assignment.

Draft Engagement Agreement
For
Development of a Revamped Website for Public Private Partnership Authority (P3A)

DRAFT ENGAGEMENT AGREEMENT

(subject to negotiations)

THIS AGREEMENT, (hereinafter together with the recitals and the annexes attached hereto called the, "Agreement") is made on the __ day of ___ 2025, between Public Private Partnership Authority through its authorized Officer , a body corporate, established under the provisions of Public Private Partnership Authority Act, 2017 (as amended) (hereinafter called the "P3A"), which expression shall mean and include its successors, administrators and legal representatives, and ________________________________, (hereinafter called the "Firm", which expression shall mean and include its successors, administrators and legal representatives.

WHEREAS

(a) P3A wishes to appoint a specialized firm/team of specialists to act as the Firm to the P3A to carry out the Services.

(b) The Firm, represents and covenants to the P3A that they have the required professional skills, personnel and technical resources, and have agreed to provide on the terms set out in this Agreement of Services together with the Terms of Reference, which would also form an integral part and parcel of this Agreement, in particular, to provide the services which are essential in respect of the Services in terms of this Agreement, and which the Firm recommends from similar experiences in the field.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms, wherever used in this Agreement, shall have the following meanings:

(a) "Agreement" means this Agreement between the P3A and the Firm;

(b) "Applicable Law' means the laws of Islamic Republic of Pakistan;

(c) "Assignment" means delivery and performance of the Services and the activities identified in the attached Scope of the Assignment/ Terms of Reference attached as Annex-A to the Agreement, subject to the satisfaction of P3A;

(d) "Firm " is defined in the Preamble;

(e) "Fee" means the total amount to be paid to the Firm as specified in Annex-B of the Agreement;

(f) "Effective Date" means the date on which this Agreement is signed between the Parties;

(g) "End Date" means the completion of 12 months from the Effective Date, unless agreed otherwise in writing by the Parties;

(h) "P3A" is defined in the preamble;

(i) "Party" means the P3A or the Firm, as the case may be, and the P3A and the Firm shall collectively mean the "Parties";

(j) "Personnel" means persons hired/employed by the Firm or by any of its Subcontractors and assigned to the performance of the Services or any part of the Services;

(k) "Services" means the work to be performed by the Firm as and when required, pursuant to the RFP, Scope of the Assignment/ Terms of Reference attached as Annex-A to the Agreement for the purpose of the Assignment, or any other service mutually agreed upon by the Parties from time to time in writing during the Agreement;

(l) "Starting Date" means the date referred to in Clause 2.2;

(m) "Sub-contractor" means any person or entity to be appointed by the Firm to which the Firm sub-contracts directly or indirectly any part of the Services in accordance with the provisions of this Agreement; and

(n) "Third Party" means any person or entity other than the P3A, the Firm or a Subcontractor.

1.2. Relation between the Parties

(a) The Firm shall act as Firm to P3A for all Services; shall manage, and be responsible for the work carried out by the Sub-contractors (whether local or foreign); shall be solely responsible for any payments due to Sub-contractors and/or Personnel hired by the Firm; shall have complete charge of all Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf under this Agreement.

(b) The Firm shall not assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of P3A.

1.3. Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The Firm undertakes to comply with the Applicable Law during the performance of the Services and completion of the Assignment.

1.4. Headings

The headings shall not limit, alter or affect the meaning of this Agreement.

1.5. Notices

1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given or made when delivered in person to any authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For the Firm:

For P3A:

1.5.2. Notice will be deemed to be effective as follows:

In case of personal delivery or registered mail, on delivery; and in the case of facsimiles, four (4) hours following confirmed transmission, only if confirmation is during business hours otherwise notice will be deemed effective as of the next working day, disregarding weekends and national holidays in the country to which the facsimile is transmitted. Facsimile notices shall not require confirmation by hard copies.

A Party may change its address for notice under this Agreement by giving the other Party notice pursuant to this Clause.

1.6. Authorized Representatives

Any action required and permitted to be taken, and any document required or permitted to be executed under this Agreement, may be taken or executed:

(a) on behalf of P3A, by Chief Executive Officer; and

(b) on behalf of the Firm, by ___________.

2. COMMENCEMENT, COMPLETION, SUSPENSION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force from the Effective Date.

2.2. Commencement of Services

The Firm shall immediately commence carrying out the Services but not later than 3(three) days ("Starting Date") after the Effective Date, or on any other date the Parties agree in writing. The Services shall be performed and completed by the Firm before the End Date or as mutually agreed in writing by the Parties.

2.3. Expiration of Agreement

Subject to satisfactory completion of the Service this Agreement shall expire at the end of 12 (twelve) months from the Effective Date, unless terminated pursuant to Clause 2.7.

2.4. Entire Agreement

This Agreement constitutes the final expression and exclusive and entire agreement and understanding between the Parties in relation to the Services and contains all covenants, stipulations and provisions agreed by the Parties as at the date hereof. The Terms of Reference shall also form an integral part of this Agreement. This Agreement together with the Terms of Reference shall override and supersede all previous or concurrent communications or documents or agreements exchanged on the subject matter of the Agreement and the Firm shall not for any or all purposes place reliance on any other document/agreement except this Agreement.

2.5. Modification

Modification of the terms of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration, and not unreasonably delay or withhold a considered response to any proposals for modification made by the other Party.

2.6. Suspension of Services

P3A may, by written notice of suspension to the Firm, suspend the Services under this Agreement for a cumulative period not exceeding 30 (thirty) days.

2.7. Termination

2.7.1. Termination by P3A

The P3A may terminate this Agreement if the Firm:

(a) is in breach of its obligations under this Agreement and has not remedied the same within fifteen (15) days (or such longer period as the P3A may have subsequently approved in writing) of being called to do so by the P3A; OR

(b) becomes insolvent or bankrupt or enters into any arrangements with its creditors for relief of debt or takes advantage of any Applicable Law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; OR

(c) is unable as a result of force majeure to perform a material portion of the Services for a continuous period of thirty (30) days unless services are suspended under 2.6; OR

(d) is unable to perform or deliver the Assignment or part of any Assignment to the satisfaction of P3A. In any event, the P3A may terminate this Agreement at its sole discretion without assigning any reason without liability or continuing obligation except as set forth in this Agreement. In the event of such termination (where termination is without default of the Firm), P3A shall be required to make payment to the Firm in relation to fees and approved out of pocket expenses, which have been duly accrued or billed by the Firm in accordance with this Agreement.

2.7.3 Cessation of Rights and Obligations

On termination of this Agreement pursuant to any part of Clause 2.7, or upon expiration of this Agreement pursuant to Clause 2.3, all rights and obligations of the Parties shall cease, except (i) rights and obligations that have accrued as of the date of termination or expiration, (ii) any right which a Party may have under the Applicable Law (iii) the indemnification obligations in Clauses 3.4 and 3.5 hereof.

2.7.2. Cessation of Services

On termination of this Agreement pursuant to Clause 2.7, the Firm shall, immediately on receipt/issue of notice to that effect, take all necessary steps to bring the Services to a close within seven (7) days of the receipt/issue of the notice in an orderly manner. Upon cessation of Services hereunder, the Firm shall hand over to P3A all documents prepared directly by the Firm or by any of its Subcontractors, whether in final or in draft form, for submission to third parties in connection with the Assignment on paper and electronic format, which for the avoidance of doubt, do not include research reports or other private material produced by the

Firm.

3. OBLIGATIONS OF THE Firm

3.1. General

3.1.1. Scope of the Assignment

The Firm shall perform the Services and the Assignment in accordance with the terms and conditions of this Agreement.

3.1.2. Standard of Performance

The Firm shall perform the Services and carry out their obligations under this Agreement with all reasonable due diligence, efficiency and economy, in accordance with generally accepted techniques and practices and shall observe sound management practices. The Firm shall be under a duty of care and always act, in respect of any matter relating to this Agreement or to the Services and shall at all times support and safeguard P3A's legitimate and proper interests in any dealings with Subcontractors, Personnel or Third Parties. The Firm shall use its best efforts to ensure that any Subcontractors and Personnel shall be skilled and experienced and competent in their respective trades and professions and that their work shall conform with the standards applicable to the Firm.

3.2. Conflict of Interests

3.2.1. Firm not to Benefit from Commissions or Discounts

The Firm, as consideration for its work under this Agreement or the Services, will only be entitled to receive payments from P3A as per Clause 6 hereunder, and neither the Firm nor any person (natural or legal) associated with it shall accept for its benefit or otherwise any remuneration/consideration in the forms including but not limited to trade commission, discount, gifts, payments in kind or financial inducements whatsoever or similar payment in connection with activities pursuant to this Agreement or to the Services or the discharge of its obligations under this Agreement, and the Firm shall use its reasonable efforts to ensure that any Sub-contractors, as well as the Personnel and agents of either of them shall neither for itself nor for the benefit of the Firm receive any such additional remuneration.

3.2.2. Prohibition of Conflicting Activities

Subject to clause 3.2.3 below, during the subsistence of this Agreement, neither the Firm nor its Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Agreement.

3.3. Confidentiality

The Firm shall not, during the term of this Agreement, disclose any proprietary or confidential information relating to the Assignment, the Services, this Agreement, or the P3A's business or operations (other than for the purposes of the Services) without the prior written consent of the P3A, unless such disclosure is required by Applicable Law or regulation or such information is required for research purposes or has entered the public domain other than by a breach of this Agreement, or was already in public domain, or was already lawfully in the possession of the Firm at the time of such disclosure to them.

3.4. Indemnification of the P3A by the Firm

The Firm shall indemnify and hold harmless P3A against all losses, claims, damages or liabilities to which P3A may become liable only to the extent, that such losses, claims, damages or liabilities arise out of any act or omission by the Firm relating to the Services, provided that the Firm shall not be liable for indirect or consequential losses or damages.

3.5. Indemnification of the Firm by P3A

P3A shall indemnify the Firm and hold it harmless against all losses, claims, damages or liabilities to which Firm may become liable only to the extent that such losses, claims, damages or liabilities arise out of any act or omission of P3A relating to this Agreement and the information to be provided to the Firm in terms of this Agreement, provided that P3A shall not be liable for indirect or consequential losses or damages.

3.6. Firm Actions requiring P3A's prior Approval

The Firm shall obtain P3A's prior approval in writing before:

(i) Entering into a subcontract for the performance of any part of the Services;

(ii) Termination of a subcontract for the non-performance of any part of the Services; and

(iii) Incurring any out of pocket expenses.

Provided that approval accorded by the P3A hereunder shall not relieve the Firm of their obligations under this Agreement.

3.7. Accounting, Inspection and Auditing

The Firm shall keep accurate and systematic accounts and records regarding the Services, which records a duly authorized representative of the P3A shall be entitled to inspect and make copies thereof, as and when required during the pendency of this Agreement and for the one year from the expiry or termination of this Agreement, provided that the modalities of conducting such audit/inspection are agreed in advance with the Firm.

4. FIRM AND PERSONNEL

4.1. General

The Firm shall employ and provide qualified and experienced Personnel to carry out the Services. P3A and the Firm have agreed that the following senior Personnel shall form the core team:

The Assignment Team Leader, Mr. /Ms. ___________, shall be on first call to the P3A throughout the period of the Assignment, subject only to personal holidays and personal emergencies, when Mr. /Ms. __________ shall be available in his/her place.

4.2. Approval of Personnel

All Personnel of the Firm and the Subcontractors and any other personnel that may be employed during the course of the Assignment/Services may be subject to clearances where so required by P3A.

4.3. Removal and Replacement of Personnel

(a) If, for any reason, it becomes necessary to replace any of the senior Personnel or any Subcontractor after the Effective Date, the Firm shall forthwith provide as a replacement a person or Subcontractor of equivalent qualifications, whose curriculum vitae or resume the Firm shall submit to the P3A for review and approval and whom the P3A may if it so desires call for an interview at the cost and expense of the Firm if P3A does not object in writing within seven (7) days from the date of receipt of the curriculum vitae or interview, that person or subcontractor shall be deemed to have been approved by the P3A.

(b) If the P3A (i) finds that any of the Personnel or Subcontractors has committed misconduct as ascertained by the P3A in its discretion or has been charged with having committed an offence or a wrong or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel or Subcontractors, or (iii) finds that any of the Personnel or Subcontractors has misrepresented with respect to its qualifications, expertise and resources then the Firm shall, at P3A's written request, immediately remove the respective Personnel or Subcontractors from this Agreement and provide a replacement with qualifications and experience reasonably acceptable to P3A subject to the same terms and conditions specified in Clause 4.3 (a).

5. OBLIGATIONS OF P3A

5.1. Assistance and Exemptions

The P3A shall use its best efforts, where such efforts are specifically requested stating the reasons for P3A assistance, to ensure that P3A issues to its officials, agents and representatives all such instructions as may be specified by the Firm as being necessary or appropriate for the prompt and effective implementation of the Services.

6. PAYMENTS TO THE Firm

6.1. Currency of Payment

All payments to the Firm for the Services shall be in Pak Rupees and shall be subject to deduction of applicable taxes, if any.

6.2. Mode of Billing and Payment

[as per provisions of RFP]

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

7.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them and that if, during the term of this Agreement, either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9.

8. SETTLEMENT OF DISPUTES

8.1. Arbitration

The Parties agree that in the event of any dispute between them arising out of this Agreement or any matter related thereto or connected herewith, they shall endeavor to settle the same in an amicable manner. Should they fail to arrive at an amicable settlement, they shall refer the matter to arbitration at Islamabad in accordance with the Arbitration Act, 1940, or any amendment or enactment hereof. Arbitration as aforesaid shall be condition precedent to any other action under law.

8.2. Courts having jurisdiction

The Parties agree that the Courts at Islamabad shall have jurisdiction with respect to any litigation arising out of this Agreement.

9. ADDITIONAL COVENANTS

9.1. Publicity

The Firm shall ensure that any publicity, press releases, advertisements and publications and public statements concerning the Services, the Assignment and the Agreement shall be in consultation with, approved in writing in advance by P3A before release by the Firm, its Subcontractors and Personnel.

9.2. Waivers

Time shall be of the essence of the Agreement. No failure or delay of either Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

9.3. Severability

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.4. Integral Part

The Proposal submitted by the Firm and the RFP document (inclusive of all Annexes) shall form an integral part of this Agreement and in case of any discrepancy the terms of RFP shall prevail.

9.5. Originals

This Agreement is being executed in two originals, one each to be retained by the Firm and P3A.

IN WITNESS OF WHICH the Parties have caused this Agreement to be signed as of the day and year first above written.

FOR AND ON BEHALF OF P3A: **Chief Executive Officer**

FOR AND ON BEHALF OF THE FIRM: **Authorized Representative**

Witnesses:

Annex-A
(To be reproduced from the RFP)

Annex-B
(Payment of Fee)

The Firm shall be paid the Consultancy Fee as under:

Fee amount to be charged from P3A for the Assignment	**Amount in PKR**

Notes:

(a) For avoidance of doubt, P3A shall not be responsible for any taxes, charges, levies etc. arising from payments / reimbursements to the Firm;

(b) Consultancy Fee shall be payable after the successful completion of the assignment on lump-sum basis;

(c) Costs incurred in the organization of educational, promotional and awareness-oriented seminars, symposiums, workshops, lectures at appropriate forums will be borne by the P3A; however, if the same are borne by the Firm subject to prior approval of the P3A the costs will be reimbursed at actual upon the provision of original receipts;

(d) Costs will not be incurred by the Firm without P3A's approval and the same would be obtained on a competitive basis.

General Conditions

For

Development of a Revamped Website for Public Private Partnership Authority (P3A)

1. A Monitoring Committee shall be formed by P3A to oversee/ supervise the work of the Firm and to review the outcome/ deliverables of the Assignment achieved by the Firm;

2. The bidder's proposal validity shall not be less than 120 days;

3. All the data, documents, contents and reports produced by/ shared with the Firm shall be the property of P3A. The Firm shall not share and use any data, documents, contents and reports for any other purpose and all the data prepared, shared by P3A and any other information shall be strictly treated as confidential information;

4. P3A will be nominating one Assignment Manager to liaise with the Firm. The Assignment Manager will be responsible for providing technical inputs and information to the Firm for the Assignment;

5. The TA shall begin this assignment immediately after the Engagement Agreement is signed.

6. P3A shall have the right at all times to:

   a. Cancel the process for selection of the Firm;
   b. Vary any of the terms set out in the RFP or any of the Annexes thereto;
   c. Reject any Proposal not delivered in the prescribed format and at the prescribed venue in the prescribed time;
   d. Terminate the Engagement Agreement at its sole discretion and option any time by giving one week's prior notice.

7. The Firm shall protect and defend unconditionally as well as indemnify and hold P3A, or any other relevant government body/agency, its employees, directors, officers and agents free and harmless from and against any and all liability, losses, claims, liens, demands, damages against any and all causes of action of every kind and character, including without limitation any judgments, penalties, interest, court costs and any legal fees incurred in enforcing this indemnity, arising under this Agreement. P3A makes no representation, covenants, warrants or guarantees, express or implied, other than those expressly set forth in the RFP. In no case shall P3A be liable for contingent or consequential, special or indirect damages.

8. P3A may arrange a pre-bid meeting before the Bid Submission Date to clarify any issues, address any queries, suggestions, and comments. The date of pre-bid meeting and schedule shall be uploaded on P3A website and on EPADS portal, as the case may be.
9. Any addendum issued by P3A subsequent to issuance of the RFP but prior to the last date of submission of the proposals will become part and parcel of the RFP. All such addenda and clarifications relating to the RFP will be posted on the P3A's website. It is the responsibility of the potential bidders to ensure accounting for any adjustments to be made in their proposals for any such addenda / clarifications issued.